

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

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Caption in Compliance with D.N.J. LBR 9004-1(b)

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Chapter 11 Debtor and Debtor-in-Possession

Propo

In re:

Honorable Kathryn C. Ferguson

**HITESHRI PATEL,**

Chapter 11

Chapter 11 Debtor and Chapter 11

Case No. 20-17880-KCF

Debtor-in-Possession.

Hearing Date: August 17, 20201

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**ORDER APPROVING SETTLEMENT PURSUANT TO  
D.N.J. LBR 9019-3; AND FOR RELATED RELIEF**

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The relief set forth on the following page, numbered two (2) through two (2), is hereby  
**ORDERED.**

In re: Hiteshri Patel  
Case No. 20-17880-KCF  
Caption of Order: Order for Approving Settlement Pursuant to D.N.J. LBR 9019-3;  
and For Related Relief  
Page: 2

**IT IS HEREBY**

**ORDERED**, that the Motion Order for Approving Settlement pursuant to D.N.J. LBR 9019-3; and for Related Relief (the “Motion”), filed on behalf of Chapter 11 Debtor and Debtor-in-Possession, Hiteshri Patel (the “Debtor”), by and between the Debtor and NFS Leasing, Inc. (“NFS”) shall be and is hereby granted and approved in its entirety; and it is further

**ORDERED** that:

(1) The Debtor shall be and is hereby authorized to enter into the Settlement Agreement and Release with NSF.

(2) To the extent that NSF is granted a lien and/or records a mortgage on property located at 223 Gordons Corner Road, Marlboro, NJ 07746 (the “Property”), such lien and/or mortgage of NSF shall be third in priority and junior to (a) any first priority, valid, binding, enforceable, and fully perfected senior security interest in and lien upon the Property of M&T Bank , and (b) any security interest in and lien upon the Property of West Valley National Bank.

(3) The Debtor shall be and is hereby authorized and empowered to issue, execute, deliver, file or record any document, and to take any action necessary or appropriate to implement, effectuate and consummate the Settlement Agreement and Release with NFS in accordance with its terms, including, without limitation, any release, modified settlement agreement, loan document, whether or not specifically referred to in the Motion and/or the Settlement Agreement and Release and without further application to or Order of this Court.